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8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE DISTRICT OF ARIZONA

10 KELVIN D. DANIEL, et al

11 Plaintiffs,

12 v.

13 SWIFT TRANSPORTATION  
14 CORPORATION,

15 Defendant.

Case No. 2:11-cv-01548-PHX-ROS

**DEFENDANT SWIFT  
TRANSPORTATION CO. OF  
ARIZONA, LLC'S RESPONSES TO  
PLAINTIFFS' FIRST REQUEST FOR  
PRODUCTION OF DOCUMENTS**

16  
17 Defendant Swift Transportation Co. of Arizona, LLC ("Swift") hereby responds to  
18 Plaintiffs' First Request for Production of Documents as follows:

19 **PRELIMINARY STATEMENT**

20 Swift has made a good faith effort to respond to Plaintiffs' discovery requests,  
21 interpreting requests to avoid objections where possible and facilitate the discovery  
22 process. Swift reserves the right to supplement or amend responses if Plaintiffs'  
23 subsequently assert an interpretation different from that which Swift made in responding.  
24 Swift is willing to discuss any objections made herein with Plaintiffs and to take all  
25 reasonable steps necessary to resolve any areas of disagreement.

26 In responding to Plaintiffs' discovery requests, Swift has conducted a reasonable  
27 inquiry and investigation relating to the information requested. This inquiry and  
28 investigation is ongoing. The responses set forth herein are made on the basis of Swift's

1 current knowledge. Swift reserves the right to refer to, conduct discovery with reference  
 2 to, or offer as evidence, such information that may have, in good faith, not been included  
 3 in the following responses. Swift expressly reserves the right to amend or supplement its  
 4 responses, as appropriate, based on further inquiry and investigation. The information  
 5 contained in these responses is also subject to correction for errors or omissions.

6 To the extent that Swift voluntarily discloses documents or information that  
 7 Plaintiffs may have been able to obtain through appropriate and proper discovery requests,  
 8 Swift neither waives its objections to such discovery requests, nor limits its right to offer  
 9 other relevant information and facts at trial.

10 Nothing herein shall be construed as an admission or waiver of: (i) objections  
 11 regarding admissibility, competency, relevance, privilege, materiality, or authenticity; (ii)  
 12 objections due to vagueness, ambiguity, or undue burden; or (iii) Swift's right to object to  
 13 the use of these documents during any subsequent proceeding, including the trial of this or  
 14 any other action.

15 Swift incorporates the foregoing Preliminary Statement into each of the responses  
 16 below.

### 17 GENERAL OBJECTIONS

18 Notwithstanding the responses provided below, Swift objects to Plaintiffs' First  
 19 Request for Production of Documents to the extent they:

- 20 1. are overly broad, vague, ambiguous, or unduly burdensome;
- 21 2. request the disclosure of information that is beyond the scope of discovery,  
 22 including information and documents not reasonably calculated to lead to the discovery of  
 23 admissible evidence or not relevant to a claim or defense;
- 24 3. impose duties and obligations on Swift that are inconsistent with or exceed  
 25 Swift's duties and obligations under the Federal Rules of Civil Procedure, any Court order  
 26 or rule, or other applicable law;
- 27 4. seek the provision of information already known to Plaintiffs;
- 28

5. request disclosure of information or documents protected by the attorney-client privilege and/or the work-product doctrine, or are otherwise subject to any privilege or immunity from disclosure. To the extent that any privileged or protected information is produced by Swift, its disclosure is inadvertent and shall not constitute a waiver of this objection or any applicable privilege or protection. Inadvertently produced information should immediately be returned to Swift's counsel;

6. are not limited to documents in Swift's possession, custody, or control;

7. request production of documents that have already been produced, or are in Plaintiffs' possession, custody, or control, and/or

8. request production of documents that are publicly available or otherwise available to Plaintiffs.

Swift also objects to Plaintiffs' definitions and instructions included in its First Request for Production of Documents to the extent that these instructions are ambiguous, inaccurate, inconsistent with or exceed the requirements of the Federal Rules of Civil Procedure, or purport to expand the plain meaning and scope of any specific request for production.

Swift will prepare and produce a privilege log as it continues with the production. The log will cover responsive documents up through the date of the filing of the complaint.

To avoid repetition, Swift incorporates these general objections into each of its responses below.

## **REQUEST FOR PRODUCTION OF DOCUMENTS**

### **REQUEST FOR PRODUCTION NO. 1:**

All documents utilized to formulate, or identified in, your answers to Plaintiffs' First Set of Interrogatories.

### **RESPONSE:**

Swift objects to Request for Production ("RFP") No. 1 as overly broad and unduly burdensome. Plaintiffs' First Set of Interrogatories, and each of them, are objectionable

1 for the reasons stated therein, and those objections are equally applicable to RFP No. 1.  
2 Thus, Swift incorporates by reference each of its objections to each specific Interrogatory  
3 as if fully set forth herein.

4 Swift also objects to RFP No. 1 to the extent that it seeks information protected by  
5 the attorney-client privilege and/or the work-product doctrine. Swift further objects to  
6 RFP No. 1 to the extent that it seeks confidential, proprietary, or otherwise privileged  
7 information that is not otherwise known or publicly available to its competitors.

8 Notwithstanding these objections, in response to RFP No. 1, Swift incorporates by  
9 reference its responses and objections to RFP Nos. 2-22, and its disclosure statements as if  
10 fully set forth herein.

11 Discovery is ongoing and to the extent that additional, non-privileged documents  
12 are located that have not already been produced, Swift will supplement its response  
13 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

14 **REQUEST FOR PRODUCTION NO. 2:**

15 All documents regarding the Named Plaintiffs, including applications for  
16 employment, all documents signed by the Named Plaintiffs, offers of employment,  
17 consumer reports and all documents containing the Named Plaintiffs' names or personal  
18 identifiers.

19 **RESPONSE:**

20 Swift objects to RFP No. 2 as overly broad and unduly burdensome as not all  
21 documents regarding the Named Plaintiffs or containing the Named Plaintiffs' names or  
22 personal identifiers will be relevant or material to Plaintiffs' claims in this case. Swift  
23 further objects to this request to the extent it calls for electronically stored information that  
24 is not readily accessible. Swift also objects to RFP No. 2 to the extent that it seeks  
25 information protected by the attorney-client privilege and/or the work-product doctrine.  
26 Swift further objects to RFP No. 2 to the extent that it seeks confidential, proprietary, or  
27 otherwise privileged information that happens to include the Named Plaintiffs' names or  
28 personal identifiers on the documents.

1 RFP No. 2 is also objectionable to the extent that it requests documents that have  
2 already been produced or are already in the possession, custody, or control of Plaintiffs, as  
3 evidenced by Swift's Initial Disclosure Statement and documents produced  
4 contemporaneously therewith. *See, e.g.*, documents Bates-labeled STC0000001-90.

5 Notwithstanding these objections, Swift responds that responsive documents  
6 regarding the Named Plaintiffs or containing the Named Plaintiffs' names or personal  
7 identifiers have already been produced to Plaintiffs, as identified above.

8 Discovery is ongoing and to the extent that additional, non-privileged documents  
9 are located that have not already been produced, Swift will supplement its response  
10 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

11 **REQUEST FOR PRODUCTION NO. 3:**

12 For the time period between August 8, 2006 and the present, the complete  
13 employment file for each consumer about whom you obtained a consumer report for  
14 employment purposes after having in-person contact with such consumer.

15 **RESPONSE:**

16 Swift objects to RFP No. 3 as overly broad and unduly burdensome as Swift  
17 receives thousands of applications for employment each year. Swift further objects to this  
18 request to the extent it calls for electronically stored information that is not readily  
19 accessible. Compliance with this request is onerous and overly burdensome as it requires  
20 the production of thousands of applications and other documents, amounting to hundreds  
21 of thousands of pages. The defined term "complete employment file," is also overly  
22 broad and unduly burdensome as Swift does not maintain all items listed in Plaintiffs'  
23 definition (such as emails, faxes, and telephone records) in an applicant's "employment  
24 file."

25 Swift also objects to RFP No. 3 as the employment files for all driver applicants  
26 since August 8, 2006 are not relevant and not calculated to lead to the discovery of  
27 admissible evidence. The two-year statute of limitations period applies to the purported  
28 class asserted by Plaintiffs. Accordingly, employment files dated prior to August 8, 2009



1 are not relevant or material to Plaintiffs' claims in this case. RFP No. 3 is also not  
2 relevant to the extent that it requests the complete employment file for all applicants,  
3 rather than applicants who applied for driver positions. The representatives of the  
4 purported class, the Named Plaintiffs, all applied for driver positions with Swift.  
5 Accordingly, the employment files for non-driver applicants are not relevant or reasonably  
6 calculated to lead to the discovery of admissible evidence to support Plaintiffs' claims or  
7 efforts to certify the purported class.

8 Swift further objects to RFP No. 3 to the extent that it seeks confidential,  
9 proprietary, or otherwise privileged information that is not otherwise known or publicly  
10 available to its competitors, such as the names of, and information regarding, any persons  
11 that were provided to Swift by any consumer reporting agency. Certain information is  
12 also subject to the confidentiality provision and other terms of the written contracts  
13 between Swift and certain consumer reporting agencies. RFP No. 3 is also objectionable  
14 to the extent that it calls for a legal conclusion prior to production of whether Swift  
15 obtained a consumer report regarding a consumer for employment purposes under the  
16 FCRA.

17 Notwithstanding these objections, Swift is producing documents containing the  
18 data from applications submitted by individuals seeking driver positions at Swift as it  
19 exists in the proprietary electronic databases Swift employees use during the recruiting  
20 and hiring process. *See, e.g.*, documents Bates-labeled STC000456-099883, STC104789-  
21 113111.

22 Discovery is ongoing and to the extent that additional, non-privileged documents  
23 are located that have not already been produced, Swift will supplement its response  
24 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

25 **REQUEST FOR PRODUCTION NO. 4:**

26 For the time period between August 8, 2006 and the present, the complete  
27 employment file for each consumer about whom you obtained a consumer report for  
28 employment purposes before having in-person contact with such consumer.

**RESPONSE:**

Swift objects to RFP No. 4 as overly broad and unduly burdensome as Swift receives thousands of applications for employment each year. Swift further objects to this request to the extent it calls for electronically stored information that is not readily accessible. Compliance with this request is onerous and overly burdensome as it requires the production of thousands of applications and other documents, amounting to hundreds of thousands of pages. The defined term “complete employment file,” is also overly broad and unduly burdensome as Swift does not maintain all items listed in Plaintiffs’ definition (such as emails, faxes, and telephone records) in an applicant’s “employment file.”

Swift also objects to RFP No. 4 as the employment files for all driver applicants since August 8, 2006 are not relevant and not calculated to lead to the discovery of admissible evidence. The two-year statute of limitations period applies to the purported class asserted by Plaintiffs. Accordingly, employment files dated prior to August 8, 2009 are not relevant or material to Plaintiffs’ claims in this case. RFP No. 4 is also not relevant to the extent that it requests the complete employment file for all consumers, rather than applicants for driver positions. The representatives of the purported class, the Named Plaintiffs, all applied for driver positions with Swift. Accordingly, the employment files for non-driver applicants are not relevant or reasonably calculated to lead to the discovery of admissible evidence to support Plaintiffs’ claims or efforts to certify the purported class.

Swift further objects to RFP No. 4 to the extent that it seeks confidential, proprietary, or otherwise privileged information that is not otherwise known or publicly available to its competitors, such as the names of, and information regarding, any persons that were provided to Swift by any consumer reporting agency. Certain information is also subject to the confidentiality provision and other terms of the written contracts between Swift and certain consumer reporting agencies. RFP No. 4 is also objectionable to the extent that it calls for a legal conclusion prior to production of whether Swift

1 obtained a consumer report regarding a consumer for employment purposes under the  
2 FCRA.

3 Notwithstanding these objections, Swift is producing documents containing the  
4 data from applications submitted by individuals seeking driver positions at Swift as it  
5 exists in the proprietary electronic databases Swift employees use during the recruiting  
6 and hiring process. *See, e.g.*, documents Bates-labeled STC000456-099883, STC104789-  
7 113111.

8 Discovery is ongoing and to the extent that additional, non-privileged documents  
9 are located that have not already been produced, Swift will supplement its response  
10 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

11 **REQUEST FOR PRODUCTION NO. 5:**

12 For the time period between August 8, 2006 and the present, the complete  
13 employment file for each consumer against whom you took adverse action based in whole  
14 or in part upon information contained in a consumer report before having in-person  
15 contact with such consumer.

16 **RESPONSE:**

17 Swift objects to RFP No. 5 as overly broad and unduly burdensome as Swift  
18 receives thousands of applications for employment each year. Swift further objects to this  
19 request to the extent it calls for electronically stored information that is not readily  
20 accessible. Compliance with this request is onerous and overly burdensome as it requires  
21 the production of thousands of applications and other documents, amounting to hundreds  
22 of thousands of pages. The defined term "complete employment file," is also overly  
23 broad and unduly burdensome as Swift does not maintain all items listed in Plaintiffs'  
24 definition (such as emails, faxes, and telephone records) in an applicant's "employment  
25 file."

26 Swift also objects to RFP No. 5 as the employment files for all driver applicants  
27 since August 8, 2006 are not relevant and not calculated to lead to the discovery of  
28 admissible evidence. The two-year statute of limitations period applies to the purported



1 class asserted by Plaintiffs. Accordingly, employment files dated prior to August 8, 2009  
2 are not relevant or material to Plaintiffs' claims in this case. RFP No. 5 is also not  
3 relevant to the extent that it requests the complete employment file for all applicants,  
4 rather than applicants for driver positions. The representatives of the purported class, the  
5 Named Plaintiffs, all applied for driver positions with Swift. Accordingly, the  
6 employment files for non-driver applicants are not relevant or reasonably calculated to  
7 lead to the discovery of admissible evidence to support Plaintiffs' claims or efforts to  
8 certify the purported class.

9 Swift further objects to RFP No. 5 to the extent that it seeks confidential,  
10 proprietary, or otherwise privileged information that is not otherwise known or publicly  
11 available to its competitors, such as the names of, and information regarding, any persons  
12 that were provided to Swift by any consumer reporting agency. Certain information is  
13 also subject to the confidentiality provision and other terms of the written contracts  
14 between Swift and certain consumer reporting agencies. RFP No. 5 is also objectionable  
15 to the extent that it calls for a legal conclusion prior to production of whether Swift  
16 obtained a consumer report regarding a consumer for employment purposes under the  
17 FCRA and whether Swift took adverse action against that consumer based in whole or in  
18 part on information contained in a consumer report.

19 Notwithstanding these objections, Swift is producing documents containing the  
20 data from applications submitted by individuals seeking driver positions at Swift as it  
21 exists in the proprietary electronic databases Swift employees use during the recruiting  
22 and hiring process. *See, e.g.*, documents Bates-labeled STC000456-099883, STC104789-  
23 113111.

24 Discovery is ongoing and to the extent that additional, non-privileged documents  
25 are located that have not already been produced, Swift will supplement its response  
26 pursuant to Rule 26(e) Federal Rules of Civil Procedure.  
27  
28

**REQUEST FOR PRODUCTION NO. 6:**

For the time period between August 8, 2006 and the present, the complete employment file for each consumer against whom you took adverse action based in whole or in part upon information contained in a consumer report after having in-person contact with such consumer.

**RESPONSE:**

Swift objects to RFP No. 6 as overly broad and unduly burdensome as Swift receives thousands of applications for employment each year. Swift further objects to this request to the extent it calls for electronically stored information that is not readily accessible. Compliance with this request is onerous and overly burdensome as it requires the production of thousands of applications and other documents, amounting to hundreds of thousands of pages. The defined term “complete employment file,” is also overly broad and unduly burdensome as Swift does not maintain all items listed in Plaintiffs’ definition (such as emails, faxes, and telephone records) in an applicant’s “employment file.”

Swift also objects to RFP No. 6 as the employment files for all driver applicants since August 8, 2006 are not relevant and not calculated to lead to the discovery of admissible evidence. The two-year statute of limitations period applies to the purported class asserted by Plaintiffs. Accordingly, employment files dated prior to August 8, 2009 are not relevant or material to Plaintiffs’ claims in this case. RFP No. 6 is also not relevant to the extent that it requests the complete employment file for all applicants, rather than applicants for driver positions, who applied to Swift since August 8, 2006. The representatives of the purported class, the Named Plaintiffs, all applied for driver positions with Swift. Accordingly, the employment files for non-driver applicants are not relevant or reasonably calculated to lead to the discovery of admissible evidence to support Plaintiffs’ claims or efforts to certify the purported class.

Swift further objects to RFP No. 6 to the extent that it seeks confidential, proprietary, or otherwise privileged information that is not otherwise known or publicly

1 available to its competitors, such as the names of, and information regarding, any persons  
2 that were provided to Swift by any consumer reporting agency. Certain information is  
3 also subject to the confidentiality provision and other terms of the written contracts  
4 between Swift and certain consumer reporting agencies. RFP No. 6 is also objectionable  
5 to the extent that it calls for a legal conclusion prior to production of whether Swift  
6 obtained a consumer report regarding a consumer for employment purposes under the  
7 FCRA and whether Swift took adverse action against that consumer based in whole or in  
8 part on information contained in a consumer report.

9 Notwithstanding these objections, Swift is producing documents containing the  
10 data from applications submitted by individuals seeking driver positions at Swift as it  
11 exists in the proprietary electronic databases Swift employees use during the recruiting  
12 and hiring process. *See, e.g.*, documents Bates-labeled STC000456-099883, STC104789-  
13 113111.

14 Discovery is ongoing and to the extent that additional, non-privileged documents  
15 are located that have not already been produced, Swift will supplement its response  
16 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

17 **REQUEST FOR PRODUCTION NO. 7:**

18 For the time period between August 8, 2006 and the present, all documents that  
19 detail your procedure for hiring and screening employees, including the use of paper and  
20 online employment applications, authorizations to obtain consumer reports for  
21 employment purposes, disclosures that consumer reports will be obtained for employment  
22 purposes, and any other documents exchanged between you and the applicant from the  
23 beginning of the application process until the applicant is either hired or rejected for  
24 employment or the process otherwise ends.

25 **RESPONSE:**

26 Swift objects to RFP No. 7 as overly broad and unduly burdensome to the extent  
27 that it requests all documents detailing Swift's procedures for hiring and screening  
28 employees. While Swift maintains official procedures for hiring and screening

1 employees, informal instructions may be conveyed through notes or other types of  
2 communication that are not obtainable through any reasonable means of searching Swift's  
3 files. Swift further objects to this request to the extent it calls for electronically stored  
4 information that is not readily accessible. Moreover, RFP No. 7 is overbroad because not  
5 all of Swift's procedures for hiring and screening employees are relevant to Plaintiffs'  
6 claims under the FCRA.

7 Swift also objects to RFP No. 7 as all documents detailing Swift's hiring and  
8 screening procedures since August 8, 2006 are not relevant and not calculated to lead to  
9 the discovery of admissible evidence. The two-year statute of limitations period applies to  
10 the purported class asserted by Plaintiffs. Accordingly, documents detailing Swift's  
11 hiring and screening procedures prior to August 8, 2009 are not relevant or material to  
12 Plaintiffs' claims in this case. RFP No. 7 is also not relevant to the extent that it requests  
13 documents detailing Swift's hiring and screening procedures for non-driver applicants,  
14 rather than applicants for driver positions. The representatives of the purported class, the  
15 Named Plaintiffs, all applied for driver positions with Swift. Accordingly, documents  
16 detailing Swift's hiring and screening procedures for non-driver applicants are not  
17 relevant or reasonably calculated to lead to the discovery of admissible evidence to  
18 support Plaintiffs' claims or efforts to certify the purported class.

19 Swift further objects to RFP No. 7 to the extent that it seeks information protected  
20 by the attorney-client privilege and/or the work-product doctrine. RFP No. 7 is also  
21 objectionable to the extent that it seeks confidential, proprietary, or otherwise privileged  
22 information regarding Swift's hiring and screening procedures that are not otherwise  
23 known or publicly available to its competitors.

24 Notwithstanding these objections, Swift responds that responsive documents  
25 detailing Swift's hiring and screening procedures have already been produced to  
26 Plaintiffs, as evidenced by Swift's First Supplemental Disclosure Statement and  
27 documents produced contemporaneously therewith. *See, e.g.*, documents Bates-labeled  
28 STC000091-455.

1 Discovery is ongoing and to the extent that additional, non-privileged documents  
2 are located that have not already been produced, Swift will supplement its response  
3 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

4 **REQUEST FOR PRODUCTION NO. 8:**

5 For the time period between August 8, 2006 and the present, all documents that  
6 contain your policies or procedures for complying with 15 U.S.C. § 1681b(b).

7 **RESPONSE:**

8 Swift objects to RFP No. 8 as overly broad and unduly burdensome to the extent  
9 that it requests all documents containing Swift's policies or procedures for complying  
10 with 15 U.S.C. § 1681b(b). While Swift maintains official policies and procedures for  
11 compliance, informal instructions may be conveyed through notes or other types of  
12 communication that are not obtainable through any reasonable means of searching Swift's  
13 files.

14 Swift also objects to RFP No. 8 as all documents containing Swift's policies or  
15 procedures since August 8, 2006 are not relevant and not calculated to lead to the  
16 discovery of admissible evidence. The two-year statute of limitations period applies to the  
17 purported class asserted by Plaintiffs. Accordingly, documents containing Swift's policies  
18 or procedures prior to August 8, 2009 are not relevant or material to Plaintiffs' claims in  
19 this case. RFP No. 8 is also not relevant to the extent that it requests policies or  
20 procedures related to non-driver applicants, rather than applicants for driver positions.  
21 The representatives of the purported class, the Named Plaintiffs, all applied for driver  
22 positions with Swift. Accordingly, policies or procedures related to non-driver applicants  
23 are not relevant or reasonably calculated to lead to the discovery of admissible evidence to  
24 support Plaintiffs' claims or efforts to certify the purported class.

25 Swift further objects to RFP No. 8 to the extent that it seeks information protected  
26 by the attorney-client privilege and/or the work-product doctrine. RFP No. 8 is also  
27 objectionable to the extent that it seeks confidential, proprietary, or otherwise privileged  
28



1 information regarding Swift's policies or procedures that are not otherwise known or  
2 publicly available to its competitors.

3 Notwithstanding these objections, Swift responds that responsive documents  
4 containing Swift's policies or procedures have already been produced to Plaintiffs, as  
5 evidenced by Swift's First Supplemental Disclosure Statement and documents produced  
6 contemporaneously therewith. *See, e.g.*, documents Bates-labeled STC000091-455.

7 Discovery is ongoing and to the extent that additional, non-privileged documents  
8 are located that have not already been produced, Swift will supplement its response  
9 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

10 **REQUEST FOR PRODUCTION NO. 9:**

11 For the time period between August 8, 2006 and the present, any written contracts  
12 between you and any consumer reporting agency that provided consumer reports to you  
13 for employment purposes.

14 **RESPONSE:**

15 Swift objects to RFP No. 9 as written contracts between Swift and a consumer  
16 reporting agency since August 8, 2006 are not relevant and not calculated to lead to the  
17 discovery of admissible evidence. Any written contract between Swift and a consumer  
18 reporting agency will not be material to Plaintiffs' claims or efforts to certify the  
19 purported class. Moreover, the two-year statute of limitations period applies to the  
20 purported class asserted by Plaintiffs. Accordingly, any written contracts between Swift  
21 and a consumer reporting agency prior to August 8, 2009 are not relevant or material to  
22 Plaintiffs' claims in this case. RFP No. 9 is also not relevant to the extent that it requests  
23 written contracts between Swift and a consumer reporting agency regarding non-driver  
24 applicants, rather than applicants for driver positions. The representatives of the  
25 purported class, the Named Plaintiffs, all applied for driver positions with Swift.  
26 Accordingly, written contracts between Swift and a consumer reporting agency regarding  
27 non-driver applicants are not relevant or reasonably calculated to lead to the discovery of  
28 admissible evidence to support Plaintiffs' claims or efforts to certify the purported class.

1 Swift further objects to RFP No. 9 to the extent that it seeks confidential,  
2 proprietary, or otherwise privileged information that are not otherwise known or publicly  
3 available to its competitors, such as the terms and conditions of the written contracts and  
4 any pricing or invoice information. Certain information is also subject to the  
5 confidentiality provision and other terms of the written contracts between Swift and  
6 certain consumer reporting agencies.

7 Notwithstanding these objections, Swift responds that the written contract between  
8 Swift and HireRight is Bates-labeled STC126609-126617.

9 Discovery is ongoing and to the extent that additional, non-privileged documents  
10 are located that have not already been produced, Swift will supplement its response  
11 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

12 **REQUEST FOR PRODUCTION NO. 10:**

13 For the time period between August 8, 2006 and the present, all documents and  
14 communications exchanged between you and any consumer reporting agency, other than  
15 those regarding any specific third party individual consumer.

16 **RESPONSE:**

17 Swift objects to RFP No. 10 as all documents and communications exchanged  
18 between Swift and any consumer reporting agency since August 8, 2006 are not relevant  
19 and not calculated to lead to the discovery of admissible evidence. Swift further objects to  
20 this request to the extent it calls for electronically stored information that is not readily  
21 accessible. Not all documents or communications exchanged between Swift and a  
22 consumer reporting agency will be material to Plaintiffs' claims or efforts to certify the  
23 purported class. Moreover, the two-year statute of limitations period applies to the  
24 purported class asserted by Plaintiffs. Accordingly, any documents or communications  
25 exchanged between Swift and a consumer reporting agency prior to August 8, 2009 are  
26 not relevant or material to Plaintiffs' claims in this case. RFP No. 10 is also not relevant  
27 to the extent that it requests documents or communications exchanged between Swift and  
28 a consumer reporting agency regarding non-driver applicants, rather than applicants for

1 driver positions. The representatives of the purported class, the Named Plaintiffs, all  
2 applied for driver positions with Swift. Accordingly, documents and communications  
3 exchanged between Swift and a consumer reporting agency regarding non-driver  
4 applicants are not relevant or reasonably calculated to lead to the discovery of admissible  
5 evidence to support Plaintiffs' claims or efforts to certify the purported class.

6 Swift further objects to RFP No. 10 to the extent that it seeks confidential,  
7 proprietary, or otherwise privileged information that are not otherwise known or publicly  
8 available to its competitors, such as the terms and conditions of the written contracts and  
9 any pricing or invoice information. Certain information is also subject to the  
10 confidentiality provision and other terms of the written contracts between Swift and  
11 certain consumer reporting agencies. In addition, Swift objects to RFP No. 10 to the  
12 extent that communications or documents exchanged between Swift and any consumer  
13 reporting agency is no longer in the possession, custody, or control of Swift.

14 Notwithstanding these objections, Swift responds by producing documents Bates-  
15 labeled STC099884-104788 and STC113112-126239, which include emails and  
16 attachments between Swift employees and HireRight.

17 Discovery is ongoing and to the extent that additional, non-privileged documents  
18 are located that have not already been produced, Swift will supplement its response  
19 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

20 **REQUEST FOR PRODUCTION NO. 11:**

21 For the time period between August 8, 2006 and the present, all internal  
22 communications, memoranda, policies or training materials concerning or involving your  
23 hiring procedures, retention procedures, or FCRA compliance procedures.

24 **RESPONSE:**

25 Swift objects to RFP No. 11 as overly broad and unduly burdensome to the extent  
26 that it requests all internal communications, memoranda, policies or training materials  
27 concerning or involving Swift's hiring procedures, retention procedures, or FCRA  
28 compliance procedures. While Swift maintains official procedures for hiring, retention,

1 and FCRA compliance, informal instructions and training may be conveyed through notes  
2 or other types of communication that are not obtainable through any reasonable means of  
3 searching Swift's files. Swift further objects to this request to the extent it calls for  
4 electronically stored information that is not readily accessible. Moreover, RFP No. 11 is  
5 overbroad because not all communications, memoranda, policies or training materials  
6 concerning or involving Swift's hiring or retention procedures are relevant to Plaintiffs'  
7 claims under the FCRA.

8 Swift also objects to RFP No. 11 as all the requested documents concerning or  
9 involving Swift's hiring, retention, and FCRA compliance procedures since August 8,  
10 2006 are not relevant and not calculated to lead to the discovery of admissible evidence.  
11 The two-year statute of limitations period applies to the purported class asserted by  
12 Plaintiffs. Accordingly, the requested documents concerning or involving Swift's hiring,  
13 retention, and FCRA compliance procedures prior to August 8, 2009 are not relevant or  
14 material to Plaintiffs' claims in this case. RFP No. 11 is also not relevant to the extent  
15 that it requests such documents concerning non-driver applicants, rather than applicants  
16 for driver positions. The representatives of the purported class, the Named Plaintiffs, all  
17 applied for driver positions with Swift. Accordingly, the requested documents concerning  
18 or involving Swift's hiring, retention, and FCRA compliance procedures for non-driver  
19 applicants are not relevant or reasonably calculated to lead to the discovery of admissible  
20 evidence to support Plaintiffs' claims or efforts to certify the purported class.

21 Swift further objects to RFP No. 11 to the extent that it seeks information protected  
22 by the attorney-client privilege and/or the work-product doctrine. RFP No. 11 is also  
23 objectionable to the extent that it seeks confidential, proprietary, or otherwise privileged  
24 information regarding Swift's hiring, retention, and FCRA compliance procedures that are  
25 not otherwise known or publicly available to its competitors. Certain information is also  
26 subject to the confidentiality provision and other terms of the written contracts between  
27 Swift and certain consumer reporting agencies.  
28

1           Notwithstanding these objections, Swift responds by producing documents Bates-  
2       labeled STC099884-104788 and STC113112-126239, which include emails and  
3       attachments between Swift employees relating to hiring, retention, or FCRA compliance.  
4       Swift also responds that certain policies and training materials have already been  
5       produced to Plaintiffs, as evidenced by Swift's First Supplemental Disclosure Statement  
6       and documents produced contemporaneously therewith. *See, e.g.*, documents Bates-  
7       labeled STC000091-455.

8           Discovery is ongoing and to the extent that additional, non-privileged documents  
9       are located that have not already been produced, Swift will supplement its response  
10      pursuant to Rule 26(e) Federal Rules of Civil Procedure.

11      **REQUEST FOR PRODUCTION NO. 12:**

12           For the time period between August 8, 2006 and the present, all communications,  
13      memoranda, policies or training governing your use of consumer reports for employment  
14      purposes.

15      **RESPONSE:**

16           Swift objects to RFP No. 12 as overly broad and unduly burdensome to the extent  
17      that it requests all communications, memoranda, policies or training governing Swift's use  
18      of consumer reports. Swift further objects to this request to the extent it calls for  
19      electronically stored information that is not readily accessible. Informal instructions and  
20      training may be conveyed through notes or other types of communication that are not  
21      obtainable through any reasonable means of searching Swift's files. Moreover, RFP No.  
22      12 is overbroad because not all communications, memoranda, policies or training  
23      governing Swift's use of consumer reports will be relevant to Plaintiffs' claims under the  
24      FCRA.

25           Swift also objects to RFP No. 12 as the requested documents governing Swift's use  
26      of consumer reports since August 8, 2006 are not relevant and not calculated to lead to the  
27      discovery of admissible evidence. The two-year statute of limitations period applies to the  
28      purported class asserted by Plaintiffs. Accordingly, the requested documents governing



1 Swift's use of consumer reports prior to August 8, 2009 are not relevant or material to  
2 Plaintiffs' claims in this case. RFP No. 12 is also not relevant to the extent that it requests  
3 such documents governing Swift's use of consumer reports as to non-driver applicants,  
4 rather than applicants for driver positions. The representatives of the purported class, the  
5 Named Plaintiffs, all applied for driver positions with Swift. Accordingly, the requested  
6 documents governing the use of consumer reports as to non-driver applicants are not  
7 relevant or reasonably calculated to lead to the discovery of admissible evidence to  
8 support Plaintiffs' claims or efforts to certify the purported class.

9 In addition, Swift objects to RFP No. 12 to the extent that it seeks information  
10 protected by the attorney-client privilege and/or the work-product doctrine. RFP No. 12 is  
11 also objectionable to the extent that it seeks confidential, proprietary, or otherwise  
12 privileged information regarding Swift's policies and use of consumer reports that are not  
13 otherwise known or publicly available to its competitors. Certain information is also  
14 subject to the confidentiality provision and other terms of the written contracts between  
15 Swift and certain consumer reporting agencies.

16 Notwithstanding these objections, Swift responds by producing documents Bates-  
17 labeled STC099884-104788 and STC113112-126239, which include emails and  
18 attachments. Swift also responds that certain policies and training materials have already  
19 been produced to Plaintiffs, as evidenced by Swift's First Supplemental Disclosure  
20 Statement and documents produced contemporaneously therewith. *See, e.g.*, documents  
21 Bates-labeled STC000091-455.

22 Discovery is ongoing and to the extent that additional, non-privileged documents  
23 are located that have not already been produced, Swift will supplement its response  
24 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

25 **REQUEST FOR PRODUCTION NO. 13:**

26 For the time period between August 8, 2006 and the present, all materials you used  
27 to train employees about your obligations under the FCRA.  
28

**RESPONSE:**

Swift objects to RFP No. 13 as overly broad and unduly burdensome to the extent that it requests all materials used to train employees about Swift's obligations under the FCRA. Informal instructions and training may be conveyed through notes or other types of communication, such as e-mail, that are not obtainable through any reasonable means of searching Swift's files.

Swift also objects to RFP No. 13 as all materials used to train employees about Swift's obligations under the FCRA since August 8, 2006 are not relevant and not calculated to lead to the discovery of admissible evidence. The two-year statute of limitations period applies to the purported class asserted by Plaintiffs. Accordingly, materials Swift used to train employees prior to August 8, 2009 are not relevant or material to Plaintiffs' claims in this case. RFP No. 13 is also not relevant to the extent that it requests such materials as to non-driver applicants, rather than applicants for driver positions. The representatives of the purported class, the Named Plaintiffs, all applied for driver positions with Swift. Accordingly, the requested documents as to non-driver applicants are not relevant or reasonably calculated to lead to the discovery of admissible evidence to support Plaintiffs' claims or efforts to certify the purported class.

Swift further objects to RFP No. 13 to the extent that it seeks confidential, proprietary, or otherwise privileged information regarding materials Swift used to train employees that are not otherwise known or publicly available to its competitors.

Notwithstanding these objections, Swift responds that materials used to train employees about Swift's obligations under the FCRA have already been produced to Plaintiffs, as evidenced by Swift's First Supplemental Disclosure Statement and documents produced contemporaneously therewith. *See, e.g.*, documents Bates-labeled STC000091-455.

Discovery is ongoing and to the extent that additional, non-privileged documents are located that have not already been produced, Swift will supplement its response pursuant to Rule 26(e) Federal Rules of Civil Procedure.

**REQUEST FOR PRODUCTION NO. 14:**

For the time period between August 8, 2006 and the present, provide a copy of each version of the rights of the consumer prescribed by the Federal Trade Commission under 15 U.S.C. § 1681g (c)(3) provided by you to consumers against whom you took adverse action based in whole or in part upon information contained in a consumer report obtained after having in-person contact with such consumer.

**RESPONSE:**

Swift objects to RFP No. 14 as the requested documents provided by Swift to applicants since August 8, 2006 are not relevant and not calculated to lead to the discovery of admissible evidence. The two-year statute of limitations period applies to the purported class asserted by Plaintiffs. Accordingly, the requested documents provided by Swift prior to August 8, 2009 are not relevant or material to Plaintiffs' claims in this case. RFP No. 14 is also not relevant to the extent that it requests documents provided by Swift to non-driver applicants, rather than applicants for driver positions. The representatives of the purported class, the Named Plaintiffs, all applied for driver positions with Swift. Accordingly, the requested documents provided by Swift to non-driver applicants are not relevant or reasonably calculated to lead to the discovery of admissible evidence to support Plaintiffs' claims or efforts to certify the purported class.

Swift also objects to RFP No. 14 to the extent that it calls for a legal conclusion prior to production regarding whether Swift obtained a consumer report regarding a consumer for employment purposes under the FCRA and whether Swift took adverse action against that consumer based in whole or in part on information contained in a consumer report.

Notwithstanding these objections, Swift responds that the section cited by Plaintiffs, 15 U.S.C. 1681g (c)(3), does not exist. Accordingly, Swift responds that it is not currently aware of any documents responsive to RFP No. 14.

Discovery is ongoing and to the extent that additional, non-privileged documents are located that have not already been produced, Swift will supplement its response

1 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

2 **REQUEST FOR PRODUCTION NO. 15:**

3 Copies of all e-mails and other written correspondence between you and the  
4 Named Plaintiffs.

5 **RESPONSE:**

6 Swift objects to RFP No. 15 to the extent that it requests documents that are  
7 already in the possession, custody, or control of Plaintiffs.

8 Notwithstanding this objection, Swift responds that it has been unable to locate any  
9 e-mails or other written correspondence between Swift and the Named Plaintiffs. Swift  
10 also incorporates by reference its response and objections to RFP No. 2 as if fully set forth  
11 herein.

12 Discovery is ongoing and to the extent that additional, non-privileged documents  
13 are located that have not already been produced, Swift will supplement its response  
14 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

15 **REQUEST FOR PRODUCTION NO. 16:**

16 For the time period between August 8, 2006 and the present, contracts,  
17 memorandums of understanding or other documentation that establish obligations of the  
18 parties between you and Hireright Solutions, Inc. or any other consumer reporting agency  
19 that you used to procure consumer reports for employment purposes.

20 **RESPONSE:**

21 Swift objects to RFP No. 16 as the requested documents that establish obligations  
22 between Swift and HireRight Solutions, Inc. ("HireRight") since August 8, 2006 are not  
23 relevant and not calculated to lead to the discovery of admissible evidence. Any contract  
24 between Swift and HireRight Solutions, Inc. ("HireRight") will not be material to  
25 Plaintiffs' claims or efforts to certify the purported class. Moreover, the two-year statute  
26 of limitations period applies to the purported class asserted by Plaintiffs. Accordingly,  
27 any documents that establish obligations between Swift and HireRight prior to August 8,  
28 2009 are not relevant or material to Plaintiffs' claims in this case. RFP No. 16 is also not

1 relevant to the extent that it requests documents between Swift and Hireright regarding  
2 non-driver applicants, rather than applicants for driver positions. The representatives of  
3 the purported class, the Named Plaintiffs, all applied for driver positions with Swift.  
4 Accordingly, documents between Swift and HireRight regarding non-driver applicants are  
5 not relevant or reasonably calculated to lead to the discovery of admissible evidence to  
6 support Plaintiffs' claims or efforts to certify the purported class.

7 Swift also objects to RFP No. 16 to the extent that it seeks confidential,  
8 proprietary, or otherwise privileged information that are not otherwise known or publicly  
9 available to its competitors, such as the terms and conditions of the contracts between  
10 Swift and HireRight and any pricing or invoice information. Certain information is also  
11 subject to the confidentiality provision and other terms of the contracts between Swift and  
12 HireRight.

13 Notwithstanding these objections, in response to RFP No. 16, Swift incorporates its  
14 responses and objections to RFP Nos. 9-10 as if fully set forth herein.

15 Discovery is ongoing and to the extent that additional, non-privileged documents  
16 are located that have not already been produced, Swift will supplement its response  
17 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

18 **REQUEST FOR PRODUCTION NO. 17:**

19 For the time period between August 8, 2006 and the present, all communications  
20 from you to any consumer reporting agency evidencing your certification to comply with  
21 the FCRA pursuant to 15 U.S.C. § 1681b(b)(1).

22 **RESPONSE:**

23 Swift objects to RFP No. 17 as the requested communications from Swift to any  
24 consumer reporting agency since August 8, 2006 are not relevant and not calculated to  
25 lead to the discovery of admissible evidence. The two-year statute of limitations period  
26 applies to the purported class asserted by Plaintiffs. Accordingly, any communications  
27 between Swift and any consumer reporting agency prior to August 8, 2009 are not  
28 relevant or material to Plaintiffs' claims in this case. RFP No. 17 is also not relevant to



1 the extent that it requests communications between Swift and any consumer reporting  
2 agency regarding FCRA compliance for non-driver applicants, rather than applicants for  
3 driver positions. The representatives of the purported class, the Named Plaintiffs, all  
4 applied for driver positions with Swift. Accordingly, communications between Swift and  
5 any consumer reporting agency regarding FCRA compliance for non-driver applicants are  
6 not relevant or reasonably calculated to lead to the discovery of admissible evidence to  
7 support Plaintiffs' claims or efforts to certify the purported class. Swift further objects to  
8 this request to the extent it calls for electronically stored information that is not readily  
9 accessible.

10 Swift also objects to RFP No. 17 to the extent that it seeks confidential,  
11 proprietary, or otherwise privileged information that are not otherwise known or publicly  
12 available to its competitors, such as the terms and conditions of the contracts between  
13 Swift and consumer reporting agencies and any pricing or invoice information. Certain  
14 information is also subject to the confidentiality provision and other terms of the contracts  
15 between Swift and certain consumer reporting agencies. Swift further objects to RFP No.  
16 17 to the extent that communications from Swift to any consumer reporting agency is no  
17 longer in the possession, custody, or control of Swift.

18 Notwithstanding these objections, in response to RFP No. 17, Swift incorporates its  
19 responses and objections to RFP Nos. 9-10, 16 as if fully set forth herein.

20 Discovery is ongoing and to the extent that additional, non-privileged documents  
21 are located that have not already been produced, Swift will supplement its response  
22 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

23 **REQUEST FOR PRODUCTION NO. 18:**

24 For the time period between August 8, 2006 and the present, native (.eml or similar  
25 format) copies of internal emails between your employees or agents regarding or relating  
26 in any way to adverse hiring decisions based in whole or in part upon information  
27 contained in a consumer report, or containing any of the following search terms: FCRA,  
28 adverse action, pre-adverse action, hire, not qualified, criminal, felony, or DAC.

**RESPONSE:**

Swift objects to RFP No. 18 as overly broad and unduly burdensome as Swift receives thousands of applications for employment each year. Swift further objects to this request to the extent it calls for electronically stored information that is not readily accessible. Swift currently employs over one-hundred employees who are involved in some way with the hiring and screening process for drivers to work at Swift. Each of these individuals would have copies of internal emails regarding or relating in any way to adverse hiring decisions based in whole or in part upon information contained in a consumer report. Compliance with this request is onerous and overly burdensome as it requires reviewing emails of over one-hundred individuals and a subsequent production of thousands of pages of emails, many of which likely have marginal, if any, value to Plaintiffs' claims.

Swift also objects to RFP No. 18 as the term "adverse hiring decisions" is vague and ambiguous. Plaintiffs do not define adverse hiring decisions, and it is unclear to Swift what, other than declining to hire an applicant, constitutes adverse hiring decisions.

Swift further objects to RFP No. 18 as internal emails regarding adverse hiring decisions based in whole or in part upon information contained in a consumer report since August 8, 2006 are not relevant and not calculated to lead to the discovery of admissible evidence. The two-year statute of limitations period applies to the purported class asserted by Plaintiffs. Accordingly, emails dated prior to August 8, 2009 are not relevant or material to Plaintiffs' claims in this case. RFP No. 18 is also not relevant to the extent that it requests emails regarding adverse hiring decisions for non-drivers, rather than drivers. The representatives of the purported class, the Named Plaintiffs, all applied for driver positions with Swift. Accordingly, emails regarding adverse hiring decisions for non-driver applicants are not relevant or reasonably calculated to lead to the discovery of admissible evidence to support Plaintiffs' claims or efforts to certify the purported class.

1 In addition, Swift objects to RFP No. 18 to the extent that it calls for a legal  
2 conclusion prior to production regarding whether Swift made an adverse hiring decision  
3 based in whole or in part on information contained in a consumer report.

4 Notwithstanding these objections, Swift responds by producing documents Bates-  
5 labeled STC099884-104788 and STC113112-126239, which include emails and  
6 attachments between Swift employees relating to hiring decisions.

7 Discovery is ongoing and to the extent that additional, non-privileged documents  
8 are located that have not already been produced, Swift will supplement its response  
9 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

10 **REQUEST FOR PRODUCTION NO. 19:**

11 For the time period between August 8, 2006 and the present, native (.eml or similar  
12 format) copies of e-mails between your management employees, or your recruitment or  
13 human resource personnel and consumers regarding decisions not to hire said consumers  
14 based in whole or in part upon information contained in a consumer report.

15 **RESPONSE:**

16 Swift objects to RFP No. 19 as overly broad and unduly burdensome as Swift  
17 receives thousands of applications for employment each year. Swift further objects to this  
18 request to the extent it calls for electronically stored information that is not readily  
19 accessible. Swift currently employs over one-hundred employees who are involved in  
20 some way with the hiring and screen processing for drivers to work at Swift. Each of  
21 these individuals would have copies of internal emails regarding or relating in any way to  
22 decisions not to hire an applicant based in whole or in part upon information contained in  
23 a consumer report. Compliance with this request is onerous and overly burdensome as it  
24 requires reviewing emails of over one-hundred individuals and a subsequent production of  
25 thousands of pages of emails, many of which would likely have marginal, if any, value to  
26 Plaintiffs' claims.

27 Swift also objects to RFP No. 19 as emails regarding decisions not to hire  
28 applicants based in whole or in part upon information contained in a consumer report

1 since August 8, 2006 are not relevant and not calculated to lead to the discovery of  
2 admissible evidence. The two-year statute of limitations period applies to the purported  
3 class asserted by Plaintiffs. Accordingly, emails dated prior to August 8, 2009 are not  
4 relevant or material to Plaintiffs' claims in this case. RFP No. 19 is also not relevant to  
5 the extent that it requests emails regarding decisions not to hire non-drivers, rather than  
6 applicants for driver positions. The representatives of the purported class, the Named  
7 Plaintiffs, all applied for driver positions with Swift. Accordingly, emails regarding  
8 decisions not to hire non-driver applicants are not relevant or reasonably calculated to lead  
9 to the discovery of admissible evidence to support Plaintiffs' claims or efforts to certify  
10 the purported class.

11 In addition, Swift objects to RFP No. 19 to the extent that it calls for a legal  
12 conclusion prior to production regarding whether Swift made a decision not to hire an  
13 applicant based in whole or in part on information contained in a consumer report.

14 Notwithstanding these objections, Swift responds by producing documents Bates-  
15 labeled STC099884-104788 and STC113112-126239, which include emails and  
16 attachments between Swift employees relating to hiring decisions.

17 Discovery is ongoing and to the extent that additional, non-privileged documents  
18 are located that have not already been produced, Swift will supplement its response  
19 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

20 **REQUEST FOR PRODUCTION NO. 20:**

21 A copy of financial statements or corporate disclosures evidencing your net worth  
22 in 2010 and 2011.

23 **RESPONSE:**

24 Swift objects to RFP No. 20 because Swift's net worth in 2010 and 2011 is not  
25 reasonably calculated to lead to the discovery of admissible evidence. Swift's net worth is  
26 not material to support Plaintiffs' claims or efforts to certify the purported class. Until  
27 Plaintiffs' purported class is certified and Plaintiffs can show an entitlement to punitive  
28 damages, the documents requested in RFP No. 20 are not relevant.

1 Discovery is ongoing and to the extent that additional, non-privileged documents  
2 are located that have not already been produced, Swift will supplement its response  
3 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

4 **REQUEST FOR PRODUCTION NO. 21:**

5 All documents that contain information that you may use to determine whether the  
6 class action allegations contained in Plaintiffs' First Amended Complaint satisfy the  
7 elements of Fed. R. Civ. P. 23.

8 **RESPONSE:**

9 Swift objects to RFP No. 21 to the extent that it seeks information protected by the  
10 attorney-client privilege and/or the work-product doctrine. Swift also objects to RFP No.  
11 21 to the extent that it seeks confidential, proprietary, or otherwise privileged information  
12 that is not otherwise known or publicly available to Swift's competitors.

13 Swift further objects to RFP No. 21 as overly broad and unduly burdensome  
14 because the purported class is not appropriate for class action treatment. Among other  
15 issues, the decision to offer employment, and if accepted, to hire driver applicants  
16 involves multiple individualized inquiries as to that driver's qualifications and  
17 employment application including, but not limited to, whether Swift ordered a background  
18 report for the applicant, whether the applicant provided false information on the  
19 employment application, whether any disclosed information was automatically  
20 disqualifying, whether the applicant meets DOT standards, and whether the applicant met  
21 Swift's standards. Various individualized inquiries also apply to each applicant's  
22 involvement in the class action, such as when the applicant was on inquiry notice of a  
23 possible violation of the FCRA and whether the applicant only seeks statutory and  
24 punitive damages, as opposed to actual damages.

25 Notwithstanding these objections, Swift responds that responsive documents have  
26 already been produced to Plaintiffs, as evidenced by Swift's Initial Disclosure Statement,  
27 First Supplemental Disclosure Statement, and documents produced contemporaneously  
28



1 therewith. Swift also incorporates by reference its responses and objections to RFP Nos.  
2 1-20, 22, as if fully set forth herein.

3 Discovery is ongoing and to the extent that additional, non-privileged documents  
4 are located that have not already been produced, Swift will supplement its response  
5 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

6 **REQUEST FOR PRODUCTION NO. 22:**

7 All reports, spreadsheets, or other documents containing a compilation of the  
8 names and addresses of any member of the putative class and sub-classes alleged in  
9 Plaintiffs' First Amended Complaint.

10 **RESPONSE:**

11 Swift objects to RFP No. 22 to the extent that it seeks information protected by the  
12 attorney-client privilege and/or the work-product doctrine. Swift also objects to RFP No.  
13 22 to the extent that it seeks confidential, proprietary, or otherwise privileged information  
14 that is not otherwise known or publicly available to Swift's competitors, such as the  
15 names of, and information regarding, any persons that were provided to Swift by any  
16 consumer reporting agency. Certain information is also subject to the confidentiality  
17 provision and other terms of the written contracts between Swift and certain consumer  
18 reporting agencies.

19 Swift further objects to RFP No. 22 to the extent that it calls for a legal conclusion  
20 prior to production regarding which members constitute a member of the purported  
21 putative class and sub-classes alleged in Plaintiffs' First Amended Complaint.

22 In addition, Swift objects to RFP No. 22 as overly broad and unduly burdensome  
23 because the purported class is not appropriate for class action treatment. Among other  
24 issues, the decision to offer employment, and if accepted, to hire driver applicants  
25 involves multiple individualized inquiries as to that driver's qualifications and  
26 employment application including, but not limited to, whether Swift ordered a background  
27 report for the applicant, whether the applicant provided false information on the  
28 employment application, whether any disclosed information was automatically

1 disqualifying, whether the applicant meets DOT standards, and whether the applicant met  
2 Swift's standards. Various individualized inquiries also apply to each applicant's  
3 involvement in the class action, such as when the applicant was on inquiry notice of a  
4 possible violation of the FCRA and whether the applicant only seeks statutory and  
5 punitive damages, as opposed to actual damages.

6 Notwithstanding these objections, Swift responds that it is not currently aware of  
7 any documents responsive to RFP No. 22.

8 Discovery is ongoing and to the extent that additional, non-privileged documents  
9 are located that have not already been produced, Swift will supplement its response  
10 pursuant to Rule 26(e) Federal Rules of Civil Procedure.

11 DATED this 20th day of April, 2012.

12 SNELL & WILMER L.L.P.

13  
14 By:  for

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**CERTIFICATE OF SERVICE**

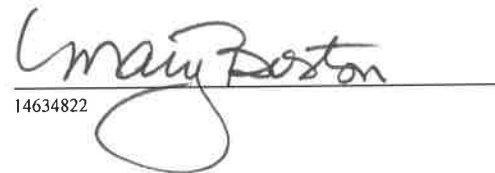
I hereby certify that on April 20, 2012,  
the original of the foregoing was served  
via Federal Express to the following  
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I further certify that on April 20, 2012,  
copy of the foregoing was served  
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